



University of Connecticut

REQUEST FOR PROPOSAL

#KJ030813

Division of Athletics Advertising Agency/Media Planner

Date Issued: March 8, 2013

Mandatory Pre-Proposal Conference: March 28, 2013 @ 10:00 AM (EDT)

Proposal Due Date: April 11, 2013 @ 2:00 PM (EDT)

Issued By: Kathleen Joy
Procurement Services
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PART I SCOPE OF WORK

- 1.0 **Scope:** The University of Connecticut located in Storrs, CT is interested in receiving proposals from qualified and experienced sports advertising agency/media planners for providing professional advertising services. The University of Connecticut desires to enter into an agreement/contract with a firm to produce a comprehensive plan to drive ticket sales and increased game attendance for UConn Athletic events, primarily in the areas of Football, Men's Basketball and Women's Basketball, but may also include other ticketed sports such as Men's Soccer, Women's Soccer and Men's Ice Hockey, as well as other special athletic events which the University is hosting including conference championships and NCAA Tournament events. The sports advertising agency/media planner will provide timely and responsible implementation of the campaign while servicing the account, so as to meet ticket sales goals. The Advertising Agency will also work with the Athletic Marketing Department on initiatives tied to fan loyalty, in-game atmosphere, and campaigns to increase brand awareness and fan involvement. For more information about the sports and their schedules, please visit the UConn Athletics website at <http://www.uconnhuskies.com/>
- 1.1 **Objectives of the University:** By contracting the sports advertising agency/media planner offered herein, the University seeks to accomplish the following objectives: increasing ticket sales, expanding the footprint of the fan base, and building on the strengths within the current fan base.
- 1.2 **Demographics:** The University of Connecticut is one of America's top public universities. Its total student enrollment in Fall 2011 was 30,525, including nearly 18,000 undergraduates at the main campus in Storrs, more than 6,000 at its regional campuses and over 8,000 graduate/professional students. UConn employs more than 4,500 full-and-part-time faculty/staff and its main and regional campuses. There are more than 214,000 UConn alumni worldwide, of which more than 119,000 live in Connecticut.
- 1.3 **Athletics:** The Division of Athletics supports the academic and athletic endeavors of more than 650 student athletes. Some information and highlights about the Division are offered below:
- The University of Connecticut Division of Athletics sponsors 24 sports that compete at the NCAA Division I-A level and is a member of the BIG EAST Conference.
 - Since 1990, UConn has won 12 NCAA Championships and more than 95 BIG EAST regular season or tournament championships.
 - UConn is the only school in NCAA history to win men's and women's basketball national championships in the same season (2004). The UConn men have participated in four Final Fours and won three national titles. The UConn women have competed in 13 Final Fours, winning the championship seven times.
 - UConn is the only school to ever boast two active Hall of Fame basketball coaches in Jim Calhoun (Class of 2005) and Geno Auriemma (Class of 2006).
 - UConn has one of the nation's newest and most modern college football stadiums in Rentschler Field located in East Hartford, CT. In addition, UConn opened among the finest on-campus facilities in America with the opening of The Burton Family Football Complex and Mark R. Shenkman Training Center in the summer of 2006.
 - UConn football continues to grow and enjoy success. The Huskies competed in their fourth straight bowl game and first-ever BCS bowl game in January 2011, competing in the Tostitos Fiesta Bowl in Glendale, Arizona.
 - In 2010-11, UConn became the first school to ever compete in the BCS bowl game and two Final Fours in the same year. In that same year, UConn advanced to the NCAA Baseball Super-Regionals for the first time.
 - UConn's men's ice hockey program recently accepted an invitation to become a member of the prestigious Hockey East Conference and will begin play in the 2014-15 season.
 - In the spring of 2013, UConn will break ground on a new, state-of-the-art Basketball Development Center, which will provide its nationally-recognized basketball teams with a new on-campus home. The facility, which will be constructed adjacent to Gampel Pavilion, will provide dedicated practice gyms, academic support centers, locker rooms, coaches office, and areas for sports medicine, strength and conditioning and video services.

- UConn student-athletes continue to excel in the classroom. More than 50% of UConn's 650 student-athletes earned a 3.0-or-better grade point average during the Spring and/or Fall 2011 semesters, including 16 that achieved a perfect 4.0 grade point average.
- UConn student-athletes are committed to community service. The department-wide "Husky Reach" program brings student-athletes to Manchester-based Verplanck Elementary School throughout the year to foster an understanding of teamwork, sportsmanship and the importance of education. In addition, members of UConn's Student- Athlete Advisory Committee (SAAC) coordinate a number of activities throughout the year to benefit those in need. These outreach efforts have included annual book, toy and coat drives for underprivileged families in the local community.
- Over 750,000 fans come to UConn events annually. Ticketed sports are football, men's basketball, women's basketball, men's soccer, women's soccer and men's ice hockey.
- UConn enjoys basketball television coverage that is second to none. In the 2011-12 every one of UConn's combined 71 regular season and postseason men's and women's basketball contests were televised either nationally, regionally or locally.
- UConn's loyal donors annually contribute to Husky successes. Since the formation of the UConn Athletic Development Fund in 1978, more than \$180 million has been donated in to support the academic and athletic achievements of our UConn student-athletes. This includes more than \$110 million in the last ten years.

1.4 Contract Term: The term of any contract resulting from this RFP will be one (1) year: July 1, 2013 – June 30, 2014. By mutual written agreement of both parties, this contract may extend for four (4) additional one (1) year periods or parts thereof. Such intent to renew shall be conveyed in writing by the Purchasing Department to the vendor ninety (90) days prior to the effective date.

1.5 Schedule: An award date is anticipated on or about June 1, 2013 with service to commence July 1, 2013.

PART II DEFINITIONS

- 2.0** The term "**Addenda**" means written or graphic instructions issued by the University of Connecticut subsequent to the receipt of proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.
- 2.1** The term "**Competitive Negotiations**" means the method authorized in the Connecticut State Statutes, Sec. 10a – 151b.
- 2.2** The terms "**Offer**" or "**Proposal**" means the Offeror(s) response to this Request for Proposal.
- 2.3** The terms "**Bidder**", "**Contractor**", "**Proposer**", "**Offeror**", "**Vendor**", or "**Respondent**" refer to a company responding to this Request for Proposal.
- 2.4** The term "**Procurement Services**" means the University of Connecticut, Procurement Services, 3 North Hillside Road, Unit 6076, Storrs, Connecticut 06269-6076.
- 2.5** The term "**Procurement Official**" means the University of Connecticut's appointed contracting representative.
- 2.6** The term "**Solicitation**" means Request for Proposal (RFP).
- 2.7** The term "**University**" or "**UConn**" or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, Connecticut, as well as, its regional campuses.
- 2.8** The term "**Campus**" means University of Connecticut Storrs Campus and all UConn regional campuses, including but not limited to any and all athletic facilities, business offices, student facilities, including residence halls, University owned apartments, classrooms, restaurants, concession stands, snack bars, campus retail outlets and dining halls, in any and all other buildings or facilities which currently comprise the campus of the University of Connecticut, or which may be acquired or constructed during the term of the anticipated Contract and which are operated by, or directly in conjunction with, the University. Expressly excluded from the definition of Campus is the University of Connecticut Health Center, located in Farmington, CT, which is under a separate agreement at the time of this document's issuance.
- 2.9** The term "**Request for Proposal**" (RFP) is defined as a competitive procurement process which helps to serve the University's best interests. It also provides Contractors with a fair opportunity for their services to be considered. The RFP process being used in this case should not be confused with the Request for Quotation (RFQ) process. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determining factor. With RFP's however, price alone is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with Contractors to arrive at a mutually agreeable relationship. This RFP states the instructions for submitting proposals, the procedure and criteria by which a Contractor will be selected, and the contractual terms by which the University proposes to govern the relationship between it and the selected Contractor.

**PART III
PROPOSAL REQUIREMENTS**

3.0 Terms and Conditions: The terms and conditions should be reviewed very carefully to ensure full responsiveness to the RFP.

The anticipated agreement will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such Agreement. The failure of any Contractor to receive or examine any contract, document, form, addendum, or to visit the sites and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the Agreement.

3.1 Specifications: The specifications in Part V must be responded to on a point by point basis so the University can evaluate how the Contractor plans to meet these requirements. Contractors must use the RFP numbering scheme in their response to allow for efficient evaluation. See 3.4.2 for additional details.

3.2 Estimated Timetable: The following schedule will apply to this RFP:

Release of RFP	March 8, 2013
Mandatory Pre-Proposal Meeting	March 28, 2013 @10:00 AM (EDT) Location: School of Business Board Room (Refer to Section 3.6 of RFP)
Submission of RFP Due	April 11, 2013 @ 2:00 PM EDT
Oral Presentations, if necessary	To Be Determined
Anticipated Award Date	June 1, 2013

3.3 Inquiries: Direct all inquiries relative to the conditions and specifications listed herein to:

Kathleen Joy
Procurement Services
University of Connecticut
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-4202
Fax: (860) 486-5051
Email: kathleen.joy@uconn.edu

3.4 Submission Format:

The following process so described is intended to ensure that all Contractors have equal access to information relative to this RFP. No information communicated verbally shall be effective unless confirmed by written communication from Procurement Services at the University of Connecticut.

In all cases, no verbal communication will override written communications and only written communications are binding.

3.4.1 The RFP document shall include the following **mandatory** submittals:

- One (1) original hard copy and an electronic copy on disk or flash key of the complete proposal response
- An exact signed copy of the "Form of Proposal"
- A point-by-point response to all terms and conditions in this RFP document, specifically Part V
- A completed "Bidder Contract Compliance Monitoring Report"
- Section VII, List of References
- Signed Non-Discrimination Certification

- All required, original signed and notarized Affidavits
- Signature Authorization Documentation
- Connecticut Economic Impact Form
- Anti-Collusion Affidavit

The above information must be submitted with all proposals submitted, or proposal will be rejected as non-compliant.

The provision of References as specified in Section VII is non-negotiable. Failure to provide this mandatory submittal with your proposal response may cause the University to reject your proposal response as non-compliant.

Contractor must provide one (1) original hard copy and an electronic copy on disk or flash key. Copy and disk or flash of proposal must be submitted in a sealed envelope to:

University of Connecticut
Procurement Services
Attention: Kathleen Joy
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076

Reference RFP #KJ030813
“Division of Athletics Advertising Agency/Media Planner”

On or before 2:00 p.m. (EDT) on Thursday, April 11, 2013

*****IMPORTANT NOTE*****

Any RFP proposal received after the date and time indicated above will not be considered for award and will be returned to the Vendor.

Proposals should be presented in a format that can easily be incorporated into a contract between the Contractor and the University of Connecticut, encompassing the guidelines detailed in the Request for Proposal as required by the University. Costs for developing the proposal and any subsequent activities prior to contract award are solely the responsibility of the Contractor. The University will provide no reimbursement for such costs.

3.4.2 Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

All proposals must include a point-by-point response to this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible.

Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal as non-compliant. The University reserves the right to request additional information and/or presentations, if clarification is needed.

If you require additional space to completely answer any of the questions contained in this proposal document, include attachments and identify your response by page number, section heading, and specific section number. All proposals must be submitted in a sealed envelope and labeled as noted in 3.4.1. No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

E-mail, electronic or faxed attachments are not acceptable means of submitting a proposal and will be rejected as non-conforming. If you intend to use an express delivery service, it is recommended that you stress the need to deliver your package to the building and office designated above. Packages

delivered by express mail to other locations might not be re-delivered to the appropriate address in time to be considered.

Proposal responses that do not substantially conform to the contents of the Request for Proposal, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

- 3.4.3** Pricing will be submitted as described in Section 5.2 on page 25 Price Proposal and attached to Form of Proposal on page 34.
- 3.4.4** All required signatures must be affixed in **Parts VIII. IX, Bidder Contract Compliance Monitoring Report.**
- 3.4.5** At the specified time stated in 3.4.1, all proposals received as stipulated, shall be publicly opened and dated. However, due to the complexity of the solicitation, only the names of the respondents will be read as no immediate decision will be made. All information will be confidential until after review and action by the Evaluation Committee. All interested parties are, however, welcome to attend the proposal opening.
- 3.4.6** Confidential Information: Proposals are treated as confidential by the University until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information which it believes is exempt from disclosure under the Act, that respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.
- 3.4.7** Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the proposer's overall qualifications.
- 3.5** Completed RFP's: Each Contractor must respond to, and be capable of, supplying all services and equipment outlined in the RFP specification.
- 3.5.1** Addenda to the RFP: If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum to all prospective Contractors who are on record with Procurement Services as having received this RFP. All addenda shall become a part of this RFP. Receipt of addenda must be acknowledged by each Contractor, and the failure of a Contractor to acknowledge any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized Contractor representative and returned with the proposal on or before the proposal opening date. Failure to sign and return any and all addendum acknowledgements shall be grounds for rejection of the proposal response. (See Section VIII, Form of Proposal.)
- 3.6** Mandatory Pre-Proposal Conference: A mandatory pre-proposal conference will be held as stated below. The purpose of the conference is to provide an opportunity for questions and answers as required and to clarify terms, conditions or specifications of the Request for Proposal. **Only those firms who attend the pre-proposal conference may submit proposals.**

Date/Time: Thursday, March 28, 2013 @ 10:00 AM (EDT)

Location: University of Connecticut School of Business
Board Room, third floor
2100 Hillside Road
Storrs, CT 06269-1041

*The School of Business is located across from Gampel Pavilion on Hillside Road.
Enter main door on Hillside, 1 flight of stairs up on left of atrium.
Board Room down the hall.

SECTION IV TERMS AND CONDITIONS

The following terms and conditions will govern in the submission and evaluation of proposals and the award of a contract. Contractors are requested to carefully review the terms and conditions, as they will become part of any subsequent agreement and award.

- 4.0 Contract Status:** The response to this RFP will be considered an offer to contract. Final negotiations on the highest evaluated offer will be conducted to resolve any differences and informalities. After final negotiations, an acceptance of the proposal offer will be issued by the University in accordance with paragraph 4.1 below.
- 4.1 Contract Format:** The resulting contract will incorporate this RFP, the response thereto, all additional agreements and stipulations, and the results of any final negotiations. All of these documents signed by both parties will constitute the final contract.
- 4.2 Termination for Cause**
The University may terminate any resulting Contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- 4.2.1** If the Contractor and the University reach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- 4.2.2** If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the Contract at that time by written notice of such termination.
- 4.2.3** If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the Contract at that time by written notice of such termination.
- 4.2.4** The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
- 4.2.5 Remedies for Default:** If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.
- 4.3 Contract Termination for Convenience**
- 4.3.1** The University may terminate any resulting Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
- 4.3.2** If the Contract is terminated by the University pursuant to this section, the University will provide the Contractor sixty (60) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.
- 4.4 Contract Modification:** All requests for changes must be in writing on letterhead and submitted to Procurement Services. All changes to the contract must be agreed to in writing by both parties prior to executing any change; this applies to all rate changes.

- 4.5 Contract Assignment or Subcontract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.
- 4.6 Notification of Selected Contractor:** It is the University's intention to review proposals, complete contract negotiations and execute an Agreement on or before June 1, 2013. All Contractors will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.
- 4.7 Term of Contract:** The contract will be an anticipated term of one (1) year with four (4) additional one (1) year options. The contract will commence on July 1, 2013.

4.8 RFP Status and Submission Information:

4.8.1 RFP Acceptance/Rejection: The University reserves the right to cancel this Bid, to reject any or all proposals received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract not based solely on the lowest cost, but based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed in the best interest of the University. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted shall be notified after a binding contractual agreement between the University and the selected bidder exists or after the University has rejected all proposals.

4.8.2 RFP Submittals: Any exceptions and/or alternates must be stated in the response to the RFP. Failure to provide required data to allow for evaluation of the RFP or failure to complete the accompanying documents may be grounds for rejecting the RFP.

Further, the University expressly reserves the right to negotiate, prior to an award, any contract which may result from this RFP. Further, this bid creates no obligation on the part of the University to award a contract. The Contractor's bid will represent its best and final offer.

4.8.3 Effective Period of Proposals: The proposals submitted must remain in effect for a minimum period of 120 days after the closing date to allow time for evaluation, approval and award of the contract.

4.8.4 Minor Defects: If, during the evaluation process, the University determines that a particular mandatory requirement may be modified or waived and still allow the University to obtain goods/services that substantially meet the intent of this RFP, the mandatory requirement will be modified or waived for all Contractors, and all proposals will be re-evaluated in light of the change.

4.8.5 Withdrawal of Proposals: A proposal shall not be modified, withdrawn or canceled by the bidder for a period of 120 days following the date and time assigned for the receipt of proposals.

Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. The Coordinator, as identified in paragraph 3.3, shall receive such written notice.

Modified proposals may be submitted up to the time designated for receipt of the proposals as noted in paragraph 3.4.1 provided they are then fully in conformance with these terms and conditions.

4.9 Indemnification Requirements:

4.9.1 Indemnification: The Contractor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of any Contract resulting from this solicitation.

4.9.2 Liens: The successful Contractor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the Contractor.

4.9.3 Choice of Law and Venue: The terms and provisions of this RFP and any contract(s) resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut.

4.9.4 Actions of Contractor: The actions of the successful Contractor with third parties are not binding upon the University. The Contractor is not a division of the University, partner or joint venture of/with the University.

4.10 **Pre-Award Presentations and Negotiations:**

4.10.1 Pre-Award Presentations: As a part of the evaluation process, the University may require presentations from the highest ranked Contractors. If a Contractor is requested to make a presentation, the Contractor will make the necessary arrangements and bear all costs associated with the presentation. (See Section 4.17.2 for clarification.)

4.10.2 Award Negotiations: Selection may be made without further discussion or negotiation; therefore, proposals should be submitted on the most favorable terms which can be submitted in response to this Request for Proposal. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the Contractor's overall qualifications. The University reserves the right to request additional information or clarification on any matter included in the proposal. Prior to the award, the University may elect to conduct negotiations with the highest ranked Contractors for purposes which include:

- 4.10.2.1** Resolving minor differences and informalities
- 4.10.2.2** Clarifying necessary details and responsibilities
- 4.10.2.3** Emphasizing important issues and points
- 4.10.2.4** Receiving assurances from proposers
- 4.10.2.5** Exploring ways to improve the final contract

4.11 **Standard Terms and Conditions:**

4.11.1 Federal, State and Local Taxes, Licenses and Permits: The successful Contractor will comply with all laws and regulations on taxes, licenses and permits.

4.11.2 Waiver of Rights: No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting contract.

4.11.3 Prior Course of Dealings: The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.

4.11.4 Contract Provisions by Reference: It is mutually agreed by and between the University and the Contractor that the University's acceptance of the Contractor's offer by the issuance of an executed Agreement shall create a contract between the parties thereto containing all specifications, terms and conditions in the Request for Proposal except as amended in the Agreement. Any exceptions taken by the Contractor which are not included in the Agreement will not be part of the contract. Therefore, in the event of a conflict between the terms and conditions of the RFP and information submitted by a Contractor, the terms and conditions of this Request for Proposal and Agreement will govern.

4.11.5 Warranty: The manufacturer's standard warranty shall apply. The Contractor warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications and agrees to replace defective items promptly and at no charge to the University. If the Contractor knows of the University's intended use, the Contractor warrants that the goods or services are suitable for the intended use.

4.11.6 Ethical Considerations: The proposing Contractor must certify that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFP, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true.

The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney.

4.11.7 Executive Orders.

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

4.11.11 Non-discrimination

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-

267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

4.11.12 Mandatory Affidavits (Mandatory Submittal): The Office of Policy and Management has created new ethics forms effective August 1, 2007 to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell.

The University will require the applicable mandatory affidavits to be completed by the Vendor at the time of bid response **and** contract award. The required affidavits are enclosed as part of this document. Detailed information regarding the requirement of such affidavits can also be found on the Office of Policy and Management website:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

Your proposal response must include the following original, notarized affidavits to be considered compliant:

- **Form 1 – “Gift and Campaign Contribution Certification”**
- **Form 5 – “Consulting Agreement Affidavit”**
- **Form 6 – “Affirmation of Receipt of State Ethics Laws Summary”**

4.11.13 Signature Authorization Documentation (Mandatory Submittal):

Signature authorization documentation must be included in your proposal response under the following guidelines in reference to the individual signing this proposal.

- If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.
- With the exception of an individual, signing in his/her individual capacity, **ALL** contractors must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the contractor's behalf.
- Documentation must clearly state when and how such authorization was given.
- Documentation must state that the authorization is still in full force and effect.
- Documentation must be signed by someone other than the individual signing the proposal **ON OR AFTER** the date the proposal is signed.

- Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.

4.11.14 Non-Discrimination Certification (Mandatory Submittal):

"The Office of the Attorney General has approved the attached nondiscrimination certification form to assist executive branch agencies in complying with the State of Connecticut's contracting requirements, pursuant to the Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142.

By law, a contractor must provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under C.G.S. §§ 4a-60a and 46a-68h."

Please refer to: <http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928> for more information.

4.11.15 Campaign Contribution Restrictions.

For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit A.

4.11.16 Whistleblower Protection:

In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

4.12 Responsibilities of the Contractor:

4.12.1 Observing Laws and Regulations: The Contractor shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of Contractor's employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

4.12.2 Representations: Each Contractor, by submitting a proposal, represents that it:

4.12.2.1 Has read and completely understands the proposal documents.

4.12.2.2 Is totally familiar with the conditions under which the work is to be performed including availability and cost of labor and materials.

4.13 Repairs to Property Damage: Existing facilities damaged during installation and/or service by the Contractor, the Contractor's agents or employees, shall be repaired and left in as good condition as found. All repairs shall be accomplished at no cost to the University.

4.14 Delivery Requirements:

The University is in the midst of an ambitious, campus-wide building campaign which has resulted in the closing and/or relocation of roads and driveways through the Storrs campus, at times resulting in traffic

congestion and making access to buildings and parking at the University difficult. To safeguard the students, faculty and staff, as well as the aesthetic beauty of the University, all Contractors are reminded that the following rules and considerations will be required when making deliveries to any University of Connecticut campus:

- Driving speeds on campus must be kept at a maximum of 25 mph to ensure maximum safety.
Pedestrians have the right of way at all times.
- All traffic signs, lights or other indicators are to be obeyed. This is of utmost importance given the amount of construction and pedestrians on campus.
- It is preferable that deliveries to any dining facility loading dock be made utilizing a maximum sized 24', 6 wheel saddle truck. To facilitate other deliveries, it is imperative delivery trucks have the capability to off load large quantities (pallets) in short periods of time. Commissary warehouse deliveries must be limited to a maximum of 50 cases delivered by saddle truck only. All deliveries must be palletized.
- Driving on sidewalks, unless otherwise posted, is forbidden. Violators will be ticketed and chronic violators may be barred from doing business with the University. In those areas where sidewalk driving is permitted and required, drivers must employ adequate skills so as to avoid driving on adjacent green spaces.

4.15 Parking Guidelines:

Parking Services Information
University of Connecticut
Parking & Transportation Services
3 North Hillside Road, Unit 6199
Storrs, CT 06269-6199

Phone: (860) 486-4930
Fax: (860) 486-0191

The following rules and regulations provide guidance and information when bringing a vehicle onto the University of CT Storrs Campus. These policies follow Connecticut State Statute 10A-139 and are intended to provide control and availability of campus parking. All students, employees, vendors, visitors, contractors, etc., who park a motor vehicle on campus are subject to these rules and regulations.

It is the responsibility of all individuals operating a motor vehicle on campus to be aware of and abide by the parking policies contained in this literature. Operating a vehicle on campus is deemed evidence of the vehicle operator's acceptance and understanding of these policies.

Parking on the Storrs campus is strictly regulated and is allowed only in paved, lined areas. Parking on lawns, grounds, or sidewalks is strictly prohibited. Parking during the hours of 7AM and 5PM, Monday through Friday is by permit only. Some areas are restricted beginning at 5AM or for 24 hours (as posted). Violators will be ticketed and are subject to towing.

Parking in the North and South Garage is available for vehicles for a daily fee. There is no overnight parking available in the garages.

The Storrs campus is primarily a pedestrian campus. All motor vehicles must stop for pedestrians in crosswalks according to Connecticut State law. The maximum speed limit on campus is 25MPH. The maximum speed in all parking lots is 10MPH. These limits are in effect 24 hours per day.

Parking on campus is in high demand. Anyone who can avoid bringing a vehicle to campus should do so. The use of carpools and public transportation is encouraged. A shuttle service is operated to serve the University of Connecticut at Storrs and surrounding areas. This shuttle is free to UConn students, employees, and visitors. For information on shuttle services and schedules, call Transportation at (860) 486-1448.

Visitor Parking

It is the responsibility of the host/hostess to inform guests of the University's parking regulations. Visitors to campus are directed to park in either the metered areas (not to exceed 45 minutes) or a parking garage. For information about parking garage rates and hours call (860) 486-6267 for North Garage or call (860) 486-9088 for South Garage.

Load Zones

Load zones are restricted to loading and unloading of materials and are limited to 15 minutes 24 hours per day, unless otherwise posted. Four-way flashers must be left on to indicate loading. Notes left on vehicles will not be accepted. Vehicles cannot be parked in load zones overnight or on weekends.

4.16 Insurance Requirements:

Within 10 days of notification of award the successful firm must provide a certificate of insurance that indicates coverage naming the University of Connecticut as additional insured and indicating coverage for a minimum of:

4.16.1 Workers Compensation and Employers' Liability:

Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$100,000 disease-each employee and \$500,000 disease-policy limit.

4.16.2 Commercial General Liability:

\$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Board Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.

4.16.3 Automobile Liability:

\$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, leased, hired or non-owned automobiles used by or for the Contractor in any capacity in connection with carrying out this contract.

4.16.4 Minimum Scope of Insurance:

All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Connecticut and must be placed with an insurer that has an A.M. Best's Rating of no less than A-, VII. All certificates of insurance shall be provided to the University of Connecticut, Procurement Services. The University of Connecticut shall be named as Additional Insured for liability coverage required under this document. The Contractor's insurer shall have no right of recovery of subrogation against the University of Connecticut and the Contractor's insurance shall be primary coverage. The Certificate Holder Box shall read: University of Connecticut, 3 North Hillside Road, Storrs, CT 06269-6076.

4.17 RFP Evaluation:

4.17.1 RFP Evaluation Criteria: The award of an agreement pursuant to this RFP will be based upon a comprehensive review, analysis and negotiation of the proposal which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

The award will be made to the most responsive Contractor offering the best value and with the highest total matrix scores as determined by the University. All Contractors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. The importance given to each element is represented proportionately by the respective weight assignments. Proposals will be evaluated as to the Contractor's response to the following criteria:

Evaluation Criteria	Weight
General and Administrative	20 Points
Service Proposal	40 Points
Pricing Proposal	40 Points
Total maximum	100 points

- 4.17.2** Presentations: The University reserves the right, but is not obligated, to request and require that each Contractor provide a formal presentation of its proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed two (2) hours. No Contractor will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other Contractor. If necessary, individual tours of the campus will be coordinated upon request and at the discretion of the University.
- 4.17.3** Review of References: Each Contractor is required to provide a list with a minimum of three (3) references of clients for which the proposer has performed legal services. Please include name, title, telephone number and an email address of a contact person for each listed reference. Preference will be given to those proposers whose references include educational institutions or community service organizations, clientele with demographics similar to the University's student population, and/or whose specific clientele legal needs are similar to the areas of legal services covered by this RFP. The University reserves the right, but is not obligated, to contact the references given by the Contractor. (See Part VII.)
- 4.17.3** Contractor Representatives: Contractor must identify the people it anticipates representing the Contractor in developing and implementing the contract. The University may conduct interviews with identified Contractor representatives as a part of its evaluation process.
- 4.17.4** The University will include in its evaluation: proposals, presentations, if requested, references and interviews. In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Agreement. The University will be the sole judge of the suitability of the proposed services and Agreement.
- 4.17.5** Proposal Qualification Data: If necessary to evaluate Contractor's qualifications, Contractor may be requested to furnish information on the following items:
- 4.17.5.1** Financial resources.
 - 4.17.5.2** Personnel resources.
 - 4.17.5.3** Executives and key person resumes.
 - 4.17.5.4** Ability to meet delivery and service schedules.
 - 4.17.5.5** Ability to meet specifications quality requirements.
- 4.17.6** Requests for Clarification by Contractors: Any Contractor may request that the University clarify any information contained in this Request for Proposal to establish an Agreement. All such requests must be made in writing to:

Kathleen Joy Procurement
 Services University of
 Connecticut
 3 North Hillside Road, Unit 6076

Storrs, CT 06269-6076
FAX: (860) 486-5051
Email: kathleen.joy@uconn.edu

The University will provide a written response to all written requests for clarification within five (5) business days after its receipt of such request. The University will not respond to any request for clarification received by the University after the close of business ten (10) days prior to opening of this RFP. The University's response to any request for clarification, together with a copy of the request for clarification, will be provided contemporaneously by the University to each party receiving this RFP.

Under no circumstances, may any Contractor or its representative contact any employee or representative of the University regarding the RFP prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated.

Any violation of this condition may result in Contractor being considered non-compliant and ineligible for award.

4.18 Requests for Clarification by the University: The University may request that any Contractor clarify or supplement any information contained in any Agreement Proposal. Proposers are required to provide a written response within ten (10) business days of receipt of any request for clarification by the University.

4.19 Communications between the University and the Contractor:

4.19.1 Informal Communications:

From the date of receipt of this RFP by each Contractor until a binding contractual agreement exists with the selected Contractor and all other Contractors have been notified or when the University rejects all proposals, **informal communications regarding this procurement shall cease.** Informal communications shall include but not be limited to:

4.19.1.1 Requests from the Contractors to any department(s) at the University, for information, comments, speculation, etc.; and

4.19.1.2 Requests from any department at the University, or any employee of the University for information, comments, speculation, etc.

4.19.2 Formal Communications:

From the date of receipt of this Request for Proposal by each Contractor until a binding contractual agreement exists with the selected Contractors and all other Contractors have been notified or when the University rejects all proposals, all communications between the University and the Contractors will be formal, or as provided for in this Request for Proposal. Formal communications shall include but not be limited to:

- Inquiries to the RFP Coordinator
- Oral Presentations
- Pre-Award Negotiations

4.19.3 ANY FAILURE TO ADHERE TO THE PROVISIONS SET FORTH IN 4.19.1 AND 4.19.2 ABOVE MAY RESULT IN THE REJECTION OF ANY CONTRACTOR'S PROPOSAL OR CANCELLATION OF THIS REQUEST FOR PROPOSAL.

4.20 Additional Contract Requirements: The University anticipates that the Agreement will include additional contract requirements including, but not limited to, the following:

4.20.1 License: Agreement will not grant the Contractor a license or other right to duplicate or use any image or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.

4.20.2 Advertisements: Unless specifically authorized in writing by University Communications on a case by case basis, the Contractor shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of contractor's products or services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such items as are hereby contracted by the University.

4.20.2.1 Licensed Merchandise: Pre-authorization must be received from the Division of Athletics licensing coordinator for the use of University's names, marks, and logos.

4.20.3 Patent and Copyright:

4.20.3.1 The Contractor shall pay all royalties, license fees, and patent to invention rights, or copyrights or trade and service marks and defend all suits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in the items furnished in commitment with the Agreement.

4.20.3.2 The Contractor will hold and save the University and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the Agreement including its use by the owner, unless otherwise specifically stipulated.

4.20.3.3 Copyrights for any item specified shall be the property of the University and inure to its benefit and Contractor shall execute such documents, as University may require, for the perfection thereof.

4.20.3.3.1 OSHA Compliance: All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act. All alleged violations and deviations from said state and federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the proposed requirements and criteria in the proposal response. Or, if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the Contractor is awarded the contract hereunder, the Contractor must notify the University's Director of Procurement Services immediately by registered mail.

4.21 Partnering with Business Enterprises Owned and Operated by Women, Minorities (MWBE's).

The University of Connecticut is actively involved in a program of diverse purchasing. A portion of this program is dedicated to enlisting the participation of University contractors to partner with "Minority and Women Owned Businesses" (MWBE's) to provide a growing percentage of the value of the contract without additional cost to the University. The Program will work to create an environment which supports this effort and actively acknowledges and values diversity. An MWBE is a business which is at least fifty-one percent (51%) owned and operated by a woman or a minority.

We invite you to be creative in your plan. Your MWBE plan may provide detail, including naming the MWBE's with which you intend to partner, a description of how you will partner with these organizations, the work or product which the MWBE's will supply, and the dollar value of participation (if available) which you anticipate reporting to the University.

4.22 President's Committee For Corporate Social Responsibility: The University of Connecticut ("UConn") has a longstanding commitment to the protection and advancement of socially responsible practices that reflect respect for fundamental human rights and dignity of all people. The University strives to promote the basic human rights and appropriate labor standards for individuals throughout its supply chain. Promoting these values in concrete practice is the central charge of the President's committee on Corporate Social Responsibility

(<http://csr.uconn.edu>). The University is also committed to building a safe, healthy and sustainable environment for employees and the general public. The University is dedicated to conserving natural resources, increasing its use of environmentally sustainable products, materials and services (including renewable resources), and preventing pollution and minimizing waste through reduction, reuse, and recycling. UConn is proactive about purchasing recycled and environmentally preferred products, when practicable, and buying from entities committed to the support of campus sustainability initiatives.

As a result of this RFP process, the University intends to partner and contract with a vendor that demonstrates a similar commitment to these values. The awarded Contractor will be required to provide a comprehensive, annual summary report of its corporate social and environmental practices.

- 4.23** In support of this bid opportunity and to assist with any business related accommodation needs, the University recommends that all overnight visitors stay on campus at the Nathan Hale Inn. Parking is available at the Inn during your stay and includes complimentary access to the campus shuttle. The Nathan Hale Inn can offer preferred rates to long term and project stays. Please contact the sales office directly at the Inn (860-427-7888) or you can view their website at www.nathanhaleinn.com.

PART V SPECIFICATIONS/PROPOSAL CONTENT

The following documents/information must be submitted as part of your proposal. This list is not exhaustive and is dependent upon the proposer's selected proposal format and service proposal specifics.

5.0 General and Administrative:

- 5.0.1** Information pertaining to the proposer's dependability as a business entity, qualified by experience, past performance and in a financial position to provide the services specified.
- 5.0.2** References (Section VII): Background and experience of firm in providing services of similar size and scope. Include contact names, phone numbers and email addresses and years your company has been in business or sales/services of this type and magnitude. Provide current (2012 – 2013) references in the Connecticut area or within the sports advertising and/or media planner industry (at least two). See Section VII.
- 5.0.3** Background and experience of names individuals who will be responsible for managing the University's account. Include office location where account will be managed/serviced.
- 5.0.4** Ability to meet critical schedules and respond to contingencies.
- 5.0.5** Provide listing of services performed in-house versus those outsourced.
- 5.0.6** Business licenses, professional certifications and demonstrated experience
- 5.0.7** Financial statements for the last two years stating at least the annual sales, client list, and gross dollars placed in media by medium.

5.1 Service Proposal:

Each proposal should outline all the various vehicles, strategies, and associated costs to properly provide a quality image and sales effort to promote ticket sales. Each proposer is encouraged to propose any other area of support to their proposal, which may enhance their consideration for this award. The University will review all proposals and may select the top vendor(s) for purposes of an interview/oral presentation.

Proposals should cross-reference and provide point-by-point narrative response to each item below. Proposals should be organized and numbered in the order presented. Proposers should provide generous narratives on each topic so that the University may assess the sports advertising capability. Proposals not organized or not completed in the prescribed manner may be eliminated from consideration. Likewise, proposals that are vague or difficult to interpret due to incompleteness may be considered non-responsive and ineligible for award consideration.

The successful proposer should have a proven record of experience and results in the following specific areas: (Proposals will be evaluated on the following criteria, not necessarily in order of preference.)

5.1.1 Type of service provided by the agency: Performed all services including, but not limited to, account service, promotional events, media buying and planning, media evaluation and analysis, marketing/business planning consulting, new business development, sales training, public relations, creative design and graphic art for advertising work and any associated printed marketing collateral, copywriting, talent search and production management for collegiate and/or professional sports teams. Experience in designing email, website and social/new media campaigns desired. The advertising agency will work collaboratively with the Division of Athletics on achieving goals, research analysis, and increasing brand awareness. It will also be involved with marketing our teams with video in social media, and fully integrating all marketing materials (in-game videos and graphics, schedule cards-posters, brochures, banners, etc.)

Note: University is aware that some of these services may not apply to media planners.

5.1.2 Past experience in media purchases, including trade and bonus negotiated: Demonstrate Through stated past experience the ability to earn the most favorable media rates in electronic, Print and outdoor mediums, as well as, achieve trade or bonus at least 50% above the media value of each campaign with broadcast and cable television, spot radio, outdoor and/or print media. Include examples of media relationships which create additional exposure/mentions in news, weather, sports casts on air and other examples of creativity in securing non-traditional value-added benefits.

5.1.3 Proof of increased ticket sales: Provide documented proof or increased ticket sales for other similar organizations with which the advertising agency and/or media planner has contracted (University desires at least two (2) comparables).

5.1.4 Proven track record of experience and creative marketing in the area of sports advertising: Demonstrate a proven track record of results, experience and creative marketing; with main emphasis in the area of sports advertising/media planning (University desires a period of not less than three (3) years of experience).

5.1.5 Proven track record of experience and creativity with non-traditional advertising and promotion: provide examples of success your firm has had in this area.

5.1.6 Samples of creative work.

5.1.7 Other: Proposers are encouraged to add other specific information about their knowledge/experience in the Connecticut/Hartford marketplace, the New York/Connecticut/Massachusetts sports marketplace, other current or past associations with the University of its athletic teams, with research involving sports marketing, etc. that they feel bring additional insight to the recommendations they would make and service they would provide to the University.

5.2 Price Proposal: Proposers must provide the following in regards to pricing:

5.2.1 A structured, comprehensive and logical breakdown of the price/costs associated with the advertising services provided by the proposer in relation to the proposal submitted in response to the RFP.

5.2.2 Provide demonstrated ability to place efficient media buys in the Connecticut marketplace. Provide documentation of media dollars placed in Connecticut and media rates earned in print, radio, broadcast TV, cable TV, outdoor and internet.

5.2.3 Provide detail costs to be paid by the University:

5.2.3.1 Media placement: Proposer is asked to accept the standard 15% agency commission for all media placed, or if they will accept a fee for placing media buys for the University (and therefore have media bill NET). Please provide fee amount or formula if willing to accept payment as a fee.

5.2.3.1.1 Media placement: Please provide the annual account service fee if media buys are placed using the standard 15% agency commission.

5.2.3.1.2 Media placement: Please provide the annual account service fee if media buys are placed NOT using the standard 15% agency commission.

5.2.4 Production Charges: Please provide detailed pricing in regards to the creation of TV, radio, print and outdoor ads. Include email and social/new media production detail as well as printed marketing collateral. Also include detail as to which creative work is done “in house”, and which work is outsourced. . Include a narrative about your firm’s ability to be efficient in use of creative dollars, production houses, and vendors you use to create the final product. Note that University expects TV and social media videos to be in HD.

5.2.4.1 Detail any agency markup if applicable to any in-house or outsourced jobs.

5.2.4.2 Agency Fee: Detail any/all fees over and above the media placement fee for administering the University’s account.

Part VI
AGREEMENT FORMAT

The terms and conditions should be reviewed very carefully to insure full responsiveness to this RFP. The anticipated Purchasing Agreement will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such Agreement. The failure of any respondent to receive or examine any contract, document, form, addendum, or to visit the sites and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the Agreement.

Do not complete or sign this agreement! This document will only be completed and executed to the awarded firm(s) if it is deemed necessary by the Procurement Official.

The University of Connecticut reserves the right to reject any proposal response that does not comply with the State's contractual requirements. Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of this RFP.

Agreement to follow on next page.....

University of Connecticut



Purchasing Agreement for

This Agreement (hereinafter "Agreement") is made and entered into by and between:

University of Connecticut
Purchasing Department
North Hillside Road, Unit 6076
Storrs, CT 06269-6076
hereinafter "University"

and

hereinafter "Contractor"

University Contract Administrator/Phone

Contractor Contact/Phone

Section 1

DEFINITIONS (if any):

- A.
- B.
- C.

- 1.1. **Term:** This Agreement between the **University** and the **Contractor** will govern the provision of goods, services or other considerations (hereinafter "Services") referenced herein from:
 - 1.1.1 **Effective Date:** _____ **End Date:** _____
 - 1.1.2 **Amendment Terms:** All revisions to this Agreement may only be made by written amendment executed by both parties and approved by the Office of the Attorney General prior to the end date of this Agreement.
- 1.2. **Brief Summary of Services:** Contractor will provide . . .
 - 1.2.1 **Service Location:** Contractor will provide Services at/for the location(s) listed below:
- 1.3. **Maximum Amount Payable:** \$ _____
 - 1.3.1 **Payment/Pricing Terms:**
- 1.4. **Detailed Contractor Responsibilities:**
 - 1.4.1 **Responsibilities:** Contractor will provide the following Services:
 - 1.4.2 **Deliverables/Methods:** Contractor will deliver to University . . .
 - 1.4.3. **Work Schedule/Deadlines:** Contractor will provide Services by . . .
- 1.5. **University Responsibilities:** University will . . .

1.6. **Notice:** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University* [name/address]:

If to the Contractor* [name/address]:

[Note: *Any party may change its Notice information by giving written notice in accordance with this Section.]

Section 2 - State of Connecticut Required Terms and Conditions

As an Agency of the State of Connecticut (a sovereign entity) the **University** is governed by the following terms and conditions, which may not be modified, amended or deleted unless approved by the Office of the Attorney General.

- 2.1. **Statutory Authority.** Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.
- 2.2. **Claims.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 2.3. **Insurance.** The Contractor agrees that while performing Services specified in this agreement s/he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of Services.
- 2.4. **Indemnification.**
The Contractor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of this Agreement.
- 2.5. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
- 2.6. **Non-discrimination** (a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with

Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- 2.7. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- 2.8. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit A.
- 2.9. Termination for Cause. The University may terminate this contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- (a) If the Contractor and the University reach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
 - (b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the agreement at that time by written notice of such termination.
 - (c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract at that time by written notice of such termination.
 - (d) The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
 - (e) Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.
- 2.10. Termination for Convenience.
- (a) The University may terminate this Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
 - (b) If this Agreement is terminated by the University pursuant to this section, the University will provide the Contractor thirty (30) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.
- 2.11. Force Majeure. If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.
- 2.12. Entire Agreement and Amendment. This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University and if applicable, approved by the Office of the Attorney General. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.
- 2.13. Additional Required Contractor Signature Authority, Affidavits and Certifications.
- (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms. The Contractor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor. Sample forms can be found at: <http://www.contracts.uconn.edu/corpres.html>
 - (b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the

official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at:

<http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>

- (c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at:

http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

UNIVERSITY OF CONNECTICUT:

CONTRACTOR: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGO Approval (As to Form)

By: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT A - SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION Rev. 1/11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor,

unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor

until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor

**PART 7
REFERENCES**

Proposals should include three references of clients for which the proposer has performed Advertising Agency/Media Planner services similar to what you're proposing for the University of Connecticut. Please include name, title, telephone number and email address of a contact person at each client reference.

Reference checks will be performed electronically: please be sure the e-mail address provided is current and the reference has been notified of this forthcoming electronic transmission.

References:

Reference #1	Client	Contact	Telephone No.
	_____	_____	_____
	Fax No.	E-mail	
	_____	_____	
Reference #2	Client	Contact	Telephone No.
	_____	_____	_____
	Fax No.	E-mail	
	_____	_____	
Reference #3	Client	Contact	Telephone No.
	_____	_____	_____
	Fax No.	E-mail	
	_____	_____	

**PART VIII
FORM OF PROPOSAL
RFP #KJ030813
DIVISION OF ATHLETICS ADVERTISING AGENCY/MEDIA PLANNER**

Date: April 11, 2013

TO: University of Connecticut
Procurement Services
3 North Hillside Road Unit 6076
Storrs, CT. 06269-6076

1. The undersigned bidder, in response to our Request for Proposal for Division of Athletics Advertising Agency/Media Planner services, having examined the bid documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.
2. Bidder acknowledges receipt of the following addenda which are a part of the bidding documents:
_____, _____, _____, _____, _____, _____.
3. Bidder understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
4. Bidder agrees that this offer shall be good and may not be withdrawn for a period of 120 days after the public bid opening.
5. Bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
6. Bidder agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

FIRM NAME: _____ **SIGNEE (PRINT):** _____

ADDRESS: _____ **TITLE:** _____

DATE: _____ **SIGNEE (SIGNATURE)** _____

PHONE #: _____ **FAX #:** _____

F.E.I.N. #: _____

PART 9
Vendors Qualification Statement

All vendors are required to file this form, properly completed, WITH THEIR RESPONSE. Failure of a vendor to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject their proposal. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

1. Indicate exactly the name by which this organization is known:

Name _____.

2. How many years has this organization been in business under its present business name?

Years? _____.

3. Indicate all other names by which this organization has been known and the length of time known by each name:

1. _____

2. _____

3. _____

4. What is the primary commodity/service provided by this business? How many years has this organization been in business providing this commodity/service?

Commodity/Service _____

Years? _____

How many years in Federal Government Relations and Related Consulting Services? _____

5. This firm is a: _____Corporation _____Partnership _____Sole Proprietorship

_____Joint Venture _____Other

_____Women Owned _____Minority Business _____Set Aside Contractor

6. **Provide names** all supervisory personnel, such as Principals and Supervisors, , who will be **directly** involved with the contract on which you are now a bidder. Indicate the number of years of experience and number of years of which they have been in a Supervisory capacity.

Name	Years/supervisor	Telephone/Fax #'s
_____	_____	ph_____

Email _____		fx_____
-------------	--	---------

_____	_____	ph_____
-------	-------	---------

Email _____		fx_____
-------------	--	---------

7. Sales Representative:

Name _____

Addresses _____

Telephone Number _____

Years of experience _____

8. Customer Representative:

Name _____

Addresses _____

Telephone Number _____

8. Trade References: Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings:

(Attach additional sheet if necessary)

9. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

10. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private service/maintenance contracts.

1. _____ Attached 2. _____ N/A

Dated _____

Name of Organization: _____

Address: _____

Telephone: _____ Fax: _____

Toll Free Telephone _____

Email Address _____

Signature _____

(Print Name) _____

Title _____

**SECTION X
DIRECTIONS**

UNIVERSITY OF CONNECTICUT

DIRECTIONS TO SOUTH PARKING GARAGE

Directions from Hartford to South Parking Garage

1. Take **I-84 east** to **Exit 68**. Turn right at the end of the exit onto **Rt 195 South** towards Mansfield.
2. Continue on **Rt 195 South**. It is about 7 miles to the Storrs UConn campus.
(You will come to the intersection of Rt 195 and Rt 32 after about 4 miles—proceed straight ahead. Next, you will come to the intersection of Rt 195 and Rt 44—this is known as Mansfield Four Corners. Continue straight ahead—the campus is about a mile away.)
3. As you enter the campus, there are dorms on your right and a large agricultural field on your left. At the bottom of the hill, get into the right hand lane and turn right at the traffic light onto **North Eagleville Road** (on your right at the corner is a church with a white steeple).
4. Take first left onto **Glenbrook Rd** and follow to end of road.
5. Turn left onto **Hillside Road**.
6. Take first right onto **Alumni Road / Stadium Road**. South Parking Garage is on the left.

Directions from Bradley Airport (Hartford) to South Parking Garage

1. As you leave Bradley Airport, follow signs towards I-91 and take **I-91 South toward Hartford**.
2. From I-91 South, take **Exit 35A** onto **Rt 291 East towards Manchester**.
3. Rt 291 cuts across to I-84. Take **I-84 East towards Boston**.
4. Take **Exit 68** off of I-84. Turn right at the end of the exit onto **Rt 195 South** towards Mansfield.
5. FOLLOW # 2 THROUGH # 6 ABOVE, “Directions from Hartford to South Parking Garage.”

Directions from New York City/New Haven to South Parking Garage

1. From New York City, take **I-95 North to New Haven**. Then take **I-91 North towards Hartford**.
2. Just before Hartford, take **I-84 East towards Boston**.
3. Take **Exit 68** off of I-84. Turn right at the end of the exit onto **Rt 195 South** towards Mansfield.
4. FOLLOW # 2 THROUGH # 6 ABOVE, “Directions from Hartford to South Parking Garage.”

Directions from Boston to South Parking Garage

1. Take the **Mass Pike (Rt 90) West**.
2. Take the **Sturbridge Exit for I-84 towards New York City and Hartford**.
3. Continue on **I-84 West**. Take **Exit 68** off of I-84. Turn left at the end of the exit onto **Rt 195 South** towards Mansfield.
4. FOLLOW # 2 THROUGH # 6 ABOVE, “Directions from Hartford to South Parking Garage.”

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders A good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

<p>MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</p> <p>BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</p> <p>COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists</p> <p>ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p>OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.</p>	<p>BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</p> <p>CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..</p> <p>INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p>MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p>
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<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____ _____

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes ___ No ___ 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary) 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ___ No ___
--

PART IV - Bidder Employment Information

Date: _____

JOB CATEGORY	OVERALL TOTALS	WHITE <small>(not of Hispanic origin)</small>	BLACK <small>(not of Hispanic origin)</small>	HISPANIC	ASIAN or PACIFIC ISLANDER	AMERICAN INDIAN or ALASKAN NATIVE
--------------	----------------	--	--	----------	---------------------------	-----------------------------------

		Male	Female								
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

PART V - Bidder Hiring and Recruitment Practices

<p>1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)</p>	<p>2. Check (X) any of the below listed requirements that you use as a hiring qualification</p> <p>(X)</p>	<p>3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination</p>																																																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">SOURCE</th> <th style="width: 5%;">YES</th> <th style="width: 5%;">NO</th> <th style="width: 15%;">% of applicants provided by source</th> </tr> </thead> <tbody> <tr> <td>State Employment Service</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Private Employment Agencies</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Schools and Colleges</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Newspaper Advertisement</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Walk Ins</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Present Employees</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Labor Organizations</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Minority/Community Organizations</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Others (please identify)</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	SOURCE	YES	NO	% of applicants provided by source	State Employment Service				Private Employment Agencies				Schools and Colleges				Newspaper Advertisement				Walk Ins				Present Employees				Labor Organizations				Minority/Community Organizations				Others (please identify)																<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 50%;">Work Experience</td> </tr> <tr> <td>Ability to Speak or Write English</td> </tr> <tr> <td>Written Tests</td> </tr> <tr> <td>High School Diploma</td> </tr> <tr> <td>College Degree</td> </tr> <tr> <td>Union Membership</td> </tr> <tr> <td>Personal Recommendation</td> </tr> <tr> <td>Height or Weight</td> </tr> <tr> <td>Car Ownership</td> </tr> <tr> <td>Arrest Record</td> </tr> <tr> <td>Wage Garnishments</td> </tr> </tbody> </table>	Work Experience	Ability to Speak or Write English	Written Tests	High School Diploma	College Degree	Union Membership	Personal Recommendation	Height or Weight	Car Ownership	Arrest Record	Wage Garnishments	
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Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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**PART XI
INSTRUCTIONS TO BIDDERS**

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made part of the bid.
2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the University after the date and time specified for the bid opening, will not be considered.
3. Prices should be stated in units of quantity specified, with packing and delivery to destination included.
4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
5. Samples, when requested, must be furnished free of expense and if not destroyed, will, upon request, be returned at the bidder's risk and expense.
6. Bids must show unit price, amount and grand total or bid may be rejected.
7. Unless qualified by the provision "NO SUBSTITUTE" the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which proposals are submitted must be of the same character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a proposal on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the State. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.
8. In the event that you are unable to submit a proposal against this bid, we will appreciate your advising this office to that effect. Failure to submit proposals against three consecutive bids will result in your name being removed from the mailing list, unless a specific request is made in writing for the retention of your name on said list.
9. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, age, physical disability, including but not limited to blindness, or learning disability, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as related to the provisions of this contract.
10. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled.

EXHIBIT A - SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION Rev. 1/11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii)

notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



**STATE OF CONNECTICUT
 NONDISCRIMINATION CERTIFICATION — Affidavit
By Entity
 For Contracts Valued at \$50,000 or More**

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am _____ of _____, an entity
 Signatory's Title Name of Entity
 duly formed and existing under the laws of _____.
 Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of
 _____ and that _____
 Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

 Authorized Signatory

 Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court/
 Notary Public**

Commission Expiration Date

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CONNECTICUT)

) **ss.:**

COUNTY OF _____)

_____, being first duly sworn, deposes and says:

(Type or print name)

that he or she is the _____ of

(Type or print title)

_____, who submits herewith

(Type or print name of company/firm)

to the _____ attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal as not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein name or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else hat said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from biding or withdraw bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement communication, or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else or to raise or fix any overhead profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereof, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed: _____
Name: _____
Title: _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public

(Notarial Seal)

Connecticut Economic Impact Form

This form is intended to gather general Connecticut economic impact information from prospective suppliers. This form shall be updated with each solicitation. This form is for informational gathering purposes only and will not be used in the evaluation of a prospective supplier's qualifications.

Date: _____

Company Name: _____

Location (City, State) of Principal Place of Business: _____

Date Registered to do Business in Connecticut: _____

Number of Connecticut Locations: _____

Number of Connecticut Employees: _____

Annual Payroll Paid to Connecticut State Residents: _____

Annual Taxes, Licenses, Fees Paid to Connecticut (this may be payroll, franchise, service taxes, etc.): _____

Annual Rent Paid within Connecticut or value of Real Property: _____

Annual Utilities Paid within Connecticut: _____

Amount paid to Major partners or suppliers in Connecticut: _____



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: | Initial Certification | 12 Month Anniversary Update (Multi-year contracts only.)

Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)





STATE OF CONNECTICUT

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

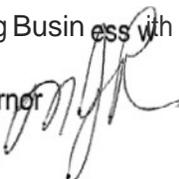
Zip

Awarding State Agency



M. JODI RELL
GOVERNOR

MEMORANDUM

To: Vendors Conducting Business with the State of Connecticut
From: M. Jodi Rell, Governor 
Subject: State Ethics Policy
Date: September 28, 2004

As you are undoubtedly aware, state government is striving to improve how it conducts its business. The task force charged with analyzing the state contracting process recently recommended to me several areas which require improvement. I expect to implement a number of those recommendations. Your assistance is needed in order to facilitate change.

While the state ethics code does not prohibit gifts to state employees altogether— for example, the law permits employees to accept a gift in celebration of a major life event and up to \$50 per calendar year in food and beverage— the intent of the code is clear. State employees should not just avoid impropriety, but even the mere appearance of impropriety, and should forego accepting gifts from those with whom the state does business.

I would also call your attention to section 1-84(m) of the Connecticut General Statutes, which prohibits state employees from accepting gifts from those who do business, or seek to do business, with the employee's agency or department. Vendors and prospective vendors are also prohibited from knowingly giving gifts to state employees in violation of this section.

My request to you is this, no matter how well-intentioned or appreciative you may be of an employee's assistance, I would ask that you refrain from offering a state employee a gift of any kind, including, but not limited to, meals and beverages. Offering a gift to an employee puts the employee in the rather uncomfortable position of having to decline the gift or ascertain its monetary value and consult with an attorney and/or the state Ethics Commission.

I expect—and indeed the residents of this state deserve—state government employees to adhere to the highest ethical standards, which may entail more stringent practices than even the ethics code provides. With your assistance, the state should be well on its way to restoring the public's faith in state government.

I would appreciate it if you would communicate this message to your employees. Thank you for your cooperation and understanding.